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3.2.2 Use all reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Work by means of the Licensee's Secure Network;

3.2.3 Take all reasonable steps to ensure that all Authorized Users abide by terms of this Agreement.

3.3 The Licensee will notify Licensor as soon as practicable if it becomes aware of any of the following: (a) any loss or theft of the licensee's Login Account(s) and Password(s); (b) any unauthorized use of any of the Licensee's Login Account(s) and Password(s); or (c) any breach by an Authorized User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, the Licensee further agrees promptly to initiate disciplinary procedures in accordance with the Licensee's standard practice.

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4.2 At the Company's expenses, the Company may audit all records of Licensee relating to this Agreement during Licensee's normal business hours or request Licensee to provide the Company with an official certificate attesting the compliance with the terms of this Agreement.

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5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorized possession or use of the Licensed Work, or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming

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7.6 If the Licensed Work does not conform to the warranty in clause 8.1, the Licensee agrees that the entire liability of Licensor to the Licensee or Authorized Users arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the Licensed Work shall be at the Company option, to repair or replace the Licensed Work with a copy of Licensee's receipt. This Limited Warranty is voided if failure of the Licensed Work was resulted from accident, abuse, or misapplication. Any replacement of the Licensed Work will be warranted for the remainder of the original Limited Warranty period or 30 days whichever is longer.

8. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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10.1 The Company may provide Licensee with support services related to the Licensed Work. Technical Support will be provided via email, telephone or fax. Use of support services is governed by the Company's policies and programs described in the User Manual, in "online" documentation, and/or in other materials provided by the Company. With respect to technical information the Licensee provided to the Company as part of the support services, the Company may use such information for its business purposes, including product support and development.

10.2 The Company has no obligation under THE AGREEMENT to support the following: (a) Any other Versions that have been upgraded to the Licensed Work are no longer supported; (b) the Licensed Work altered or modified by the end user; (c) derivative works by the end users; (d) a combination of the support software and the Licensed Work not covered by THE AGREEMENT; (e) any new product which is not specially added to THE AGREEMENT; (f) the Licensed Work problems created by the negligence or fault of the end user; or (g) software problems resulted from hardware malfunction.

10.3 The Licensee acknowledges the Company reserves the right to provide support services.

10.4 The Company reserves the right to charge for unusual or excessive telephone, shipping, handling, media or user manual expenses in connection with the services to be provided hereunder. In such case, the Company will endeavor to advise the Licensee of these charges in advance.

11. MUTUAL PERFORMANCE OBLIGATIONS

11.1 Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

11.2 Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

11.3 Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

12. GENERAL

12.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

12.2 This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

12.3 This Agreement may be amended or modified by the Company with prior notice to the Licensee. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

12.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.

12.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

12.6 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

13. SEVERABILITY

In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

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This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY:_____ DATE: 7-4-05
Signatu

Print Name:
Title: Director
Address: Unit 2905, 29/F The Center, 99 Queen's Road Central, Hong Kong.

Fax No.: 852-2730 8686

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